

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION.

NOTICE OF MOTION NO. 2393 OF 2004.

IN

SUIT NO. 3683 OF 2001.

Smt. Laxmi Vithal Borade & ors.

... Plaintiffs.

vs.

Laxman S. Borade & ors.

... Defendants.

Mr. Rajendra Mishra for the plaintiffs.

Ms. Kavita Yadav i/b V.S. Paradkar for the
defendants.

CORAM : V.C.DAGA, J.

DATED : 15.2..2006.

P.C. :

. Heard parties to the notice of motion.

2. Learned Counsel appearing for the plaintiffs

makes a statement that he does not want of press
prayer Clause (a)) whereby appointment of the Court
Receiver was sought. Statement made in this behalf
is taken on record.

3. So far as prayer clause (b) is concerned,

there is absolutely no contest, since no reply has
been filed by the defendant to oppose the said
prayer. On the averments made in the affidavit in
support of prayer (b), I am satisfied that prima
facie case is made out for grant of prayer (b). If
defendants are allowed to alienate the property in

that event, third party rights shall be created and that may give rise to multiplicity of the proceeding. In this view of the matter, it would be in the interest of justice to grant prayer (b). Even balance of convenience lies in favour of the plaintiff. If no interim relief in terms of prayer clause (b) is granted, plaintiff may suffer irreparable loss and injury with respect to immovable property or right which might have been involved in the said property.

4. In the above view of the matter, motion is made absolute in terms of prayer clause (b) with no order as to costs.

(V.C.DAGA,J.)